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In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited

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In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025.

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I. Introduction

The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework

for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review.

Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary

A. Preamble

1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised

2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement

3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date

4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability

5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

All Commercial Banks (including Small Finance Banks but excluding Payments Banks,

Local Area Banks and Regional Rural Banks)

All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)

All Primary (Urban) Cooperative Banks

All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions

9. In these Directions, unless the context otherwise requires

(a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model).

(b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time.

(c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing
s specified otherwise in these Directions.

sh flows arising from the project which is being financed.

(ii) All the lenders have a common agreement with the debtor.

Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project.

(n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time.

(o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring.

(p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project.

10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be.

III. General Guidelines

G. Phases of Projects

11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely:

(a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure.

(b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO.

(c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure.

H. Prudential Conditions Related to Sanction

12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions.

13. For all projects financed by a lender, it shall be ensured that:

(a) Financial closure has been achieved and original DCCO is clearly spelt out and

documented prior to disbursement of funds.

(b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement.

(c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows.

Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements:

(a) For infrastructure projects under PPP model – 50%

(b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75%

(c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution

J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple

lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

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- (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds.
- (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement.
- (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows.

Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher.

Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

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17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

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18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements:

- (a) For infrastructure projects under PPP model – 50%
- (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75%
- (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01,

2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution

J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶)

Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6)

Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years

(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

(i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).

(ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.

(iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch.

If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores.

The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project.

27. Further, in all the above cases, the following conditions shall be required to be met before

the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan:

- i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented.
- ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor.

28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately.

L. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO.

30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received.

M. Income Recognition

31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

N. Provisioning for Standard Assets

32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis:

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I. Introduction

The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review.

Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary

A. Preamble

1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real

estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised

2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement

3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date

4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability

5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)

All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)

All Primary (Urban) Cooperative Banks

All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions

9. In these Directions, unless the context otherwise requires

(a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model).

(b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time.

(c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time.

(d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following:

Default with any lender;

Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project;

Expiry of original/extended DCCO, as the case may be;

Any lender(s) determines a need for infusion of additional debt;

The project is faced with financial difficulty as determined under the Prudential Framework.

Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty.

(e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter.

Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent

authority.

(f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO.

(g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter.

(h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders.

(i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor.

(j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time.

(k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project.

(l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays.

(m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied:

(i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed.

(ii) All the lenders have a common agreement with the debtor.

Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project.

(n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time.

(o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring.

(p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project.

10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be.

III. General Guidelines

G. Phases of Projects

11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely:

(a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure.

(b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO.

(c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure.

H. Prudential Conditions Related to Sanction

12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions.

13. For all projects financed by a lender, it shall be ensured that:

(a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds.

(b) The project specific disbursement schedule vis-à-vis stage of completion of the project is

included in the loan agreement.

(c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows.

Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements:

(a) For infrastructure projects under PPP model – 50%

(b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75%

(c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin

only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursement is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution

J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be

issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects	Non-Infrastructure Projects (including CRE and CRE-RH6)
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Permitted deferment of DCCO from the original DCCO	Upto 3 years	Upto 2 years
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(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

- (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).
- (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.
- (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch.

If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores.

The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project.

27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan:

- i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented.
- ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor.

28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately.

L. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO.

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above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received.

M. Income Recognition

31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

N. Provisioning for Standard Assets

32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis:

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H. Prudential Conditions Related to Sanction

12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions.

13. For all projects financed by a lender, it shall be ensured that:

- (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds.
- (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement.
- (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows.

Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from

time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements:

- (a) For infrastructure projects under PPP model – 50%
- (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75%
- (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part

of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution

J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter

duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6)

Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years

(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

(i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).

(ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.

(iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch.

If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores.

The standard asset classification benefit on account of ‘change in scope’ shall be allowed

only once during the lifetime of the project.

27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan:

- i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented.
- ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor.

28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately.

L. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the

30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received.

M. Income Recognition

31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

N. Provisioning for Standard Assets

32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis:

04

In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issuance. The terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or

the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution

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23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO.

30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received.

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2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025.

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I. Introduction

The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review.

Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary

A. Preamble

1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised

2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement

3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date

4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability

5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context

may require:

All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)

All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)

All Primary (Urban) Cooperative Banks

All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions

9. In these Directions, unless the context otherwise requires

(a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model).

(b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time.

(c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time.

(d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following:

Default with any lender;

Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project;

Expiry of original/extended DCCO, as the case may be;

Any lender(s) determines a need for infusion of additional debt;

The project is faced with financial difficulty as determined under the Prudential Framework.

Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty.

(e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter.

Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority.

(f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO.

(g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter.

(h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders.

(i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor.

(j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time.

(k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project.

(l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays.

(m) “Project Finance”– refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied:

(i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed.

(ii) All the lenders have a common agreement with the debtor.

Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project.

(n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time.

(o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring.

(p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project.

10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be.

III. General Guidelines

G. Phases of Projects

11. For the purpose of application of prudential guidelines contained in these Directions,

Projects shall be broadly divided into three phases namely:

- (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure.
- (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO.
- (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure.

H. Prudential Conditions Related to Sanction

12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions.

13. For all projects financed by a lender, it shall be ensured that:

- (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds.
- (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement.
- (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows.

Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

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- (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75%
- (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income

Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

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J. Resolution of Stress

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24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

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26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶)

Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years

(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

(i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).

(ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.

(iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch.

If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores.

The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project.

27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan:

i. all required documentation, including execution of necessary agreements between a lender

and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented.

ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor.

28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately.

L. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO.

30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received.

M. Income Recognition

31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

N. Provisioning for Standard Assets

32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis:

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In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature

redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited

2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

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I. Introduction

The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review.

Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary

A. Preamble

1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised

2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement

3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date

4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability

5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)

All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)

All Primary (Urban) Cooperative Banks

All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential

guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions

9. In these Directions, unless the context otherwise requires

(a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model).

(b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time.

(c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time.

(d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following:

Default with any lender;

Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project;

Expiry of original/extended DCCO, as the case may be;

Any lender(s) determines a need for infusion of additional debt;

The project is faced with financial difficulty as determined under the Prudential Framework.

Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty.

(e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to

be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter.

Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority.

(f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO.

(g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter.

(h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders.

(i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor.

(j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time.

(k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project.

(l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays.

(m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied:

(i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e.,

atleast 51%) must be from cash flows arising from the project which is being financed.

(ii) All the lenders have a common agreement with the debtor.

Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project.

(n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time.

(o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring.

(p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project.

10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be.

III. General Guidelines

G. Phases of Projects

11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely:

(a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure.

(b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO.

(c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure.

H. Prudential Conditions Related to Sanction

12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions.

13. For all projects financed by a lender, it shall be ensured that:

- (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds.
- (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement.
- (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows.

Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements:

- (a) For infrastructure projects under PPP model – 50%

(b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75%

(c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution

J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large

Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects	Non-Infrastructure Projects (including CRE and CRE-RH6)
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Permitted deferment of DCCO from the original DCCO	Upto 3 years	Upto 2 years
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(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to

be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

(i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).

(ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.

(iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch.

If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores.

The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project.

27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan:

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6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

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Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project;

Expiry of original/extended DCCO, as the case may be;

Any lender(s) determines a need for infusion of additional debt;

The project is faced with financial difficulty as determined under the Prudential Framework.

Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty.

(e) "Original Date of Commencement of Commercial Operations (Original DCCO)" – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter.

Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority.

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(m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied:

(i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed.

(ii) All the lenders have a common agreement with the debtor.

Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project.

(n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time.

(o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdue by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring.

(p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project.

10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2015, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be.

III. General Guidelines

G. Phases of Projects

11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely:

- (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure.
- (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO.
- (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure.

H. Prudential Conditions Related to Sanction

12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions.

13. For all projects financed by a lender, it shall be ensured that:

- (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds.
- (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement.
- (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows.

Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher.

Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements:

- (a) For infrastructure projects under PPP model – 50%
- (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75%
- (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO

as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution

J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6)

Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years

(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

(i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).

(ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.

(iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch.

If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores.

The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project.

27. Further, in all the above cases, the following conditions shall be required to be met before

the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan:

- i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented.
- ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor.

28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately.

L. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the

28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately.

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Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6)

Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years

. Criteria for Upgradation

29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO.

30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received.

M. Income Recognition

31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

N. Provisioning for Standard Assets

32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis "04 July 2025 02 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and

harmonise the same for all regulated entities (REs) which undertake project finance. II.

Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions,

2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these

Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed

Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12.

The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

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Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: 02 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, (‘Prudential Framework’) provides a comprehensive framework for early

recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble

1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised

2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement

3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date

4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability

5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects,

subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F.

Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular

DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n)

“Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset

Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the

purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which

starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure.

H. Prudential Conditions Related to Sanction

12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions.

13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project.

14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project.

15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure

availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of

the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in

Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business

days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987,

read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013

on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time.

(d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: i. Default with any lender; ii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; iii. Expiry of original/extended DCCO, as the case may be; iv. Any lender(s) determines a need for infusion of additional debt; v. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the

revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been

achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based

facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/

extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as 'Standard', as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as 'Standard', subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including

execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. . Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which

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Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including

Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: vi. Default with any lender; vii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; viii. Expiry of original/extended DCCO, as the case may be; ix. Any lender(s) determines a need for infusion of additional debt; x. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework

is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation:

A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n)

“Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset

Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12.

The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall

have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursement is proportionate to the stages of completion of the project as also to the progress

in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan,

cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as 'Standard', as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as 'Standard', subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the 30. A project finance account downgraded to NPA for non-

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Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-

banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F.

Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xi. Default with any lender; xii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xiii. Expiry of original/extended DCCO, as the case may be; xiv. Any lender(s) determines a need for infusion of additional debt; xv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project

developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan

may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in

the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and

Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial

closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: . Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account

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Test updation 20th June

I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets

issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023', as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a

fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xvi. Default with any lender; xvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xviii. Expiry of original/extended DCCO, as the case may be; xix. Any lender(s) determines a need for infusion of additional debt; xx. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional

completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All

other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list

of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during

the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit

rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. . Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be

permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the

backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular

DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xxi. Default with any lender; xxii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xxiii. Expiry of original/extended DCCO, as the case may be; xxiv. Any lender(s) determines a need for infusion of additional debt; xxv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving

current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance”– refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase –This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full

repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin

only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the

provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard

asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years . Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2015, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB

shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of

the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the

meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on 'Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios', as updated from time to time.

(d) "Credit Event" – shall be deemed to have been triggered on the occurrence of any of the following: xxvi. Default with any lender; xxvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xxviii. Expiry of original/extended DCCO, as the case may be; xxix. Any lender(s) determines a need for infusion of additional debt; xxx. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) "Original Date of Commencement of Commercial Operations (Original DCCO)" – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) "Extended DCCO" - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) "Actual DCCO" – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) "Date of Financial Closure" – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) "Default" – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) "Infrastructure Sector" – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) "Interest During Construction (IDC)" – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) "Project" – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and

substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13.

For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such

credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in

Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for

successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the . Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date

of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as

Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xxxi. Default with any lender; xxxii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xxxiii. Expiry of original/extended DCCO, as the case may be; xxxiv. Any lender(s) determines a need for infusion of additional debt; xxxv. The project is faced with financial difficulty as determined

under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is

being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects

where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure

that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto

3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentat. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions

contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive

review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II.

Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as

applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xxxvi. Default with any lender; xxxvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xxxviii. Expiry of original/extended DCCO, as the case may be; xxxix. Any lender(s) determines a need for infusion of additional debt; xl. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in

Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the

purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same

would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in

compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH)⁶ Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the

original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the . Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable.

Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA).

Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers

Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on

Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xli. Default with any lender; xlii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xliii. Expiry of original/extended DCCO, as the case may be; xliv. Any lender(s) determines a need for infusion of additional debt; xlv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets

and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12.

The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in

cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K.

Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during

the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the . Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06,

2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xlv. Default with any lender; xlvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xlviii. Expiry of

original/extended DCCO, as the case may be; xlix. Any lender(s) determines a need for infusion of additional debt; l. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following

conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the

economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A

Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule),

within the following time limits: Infrastructure Projects Non-Infrastructure Projects

(including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years

(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the

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Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-

banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F.

Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: li. Default with any lender; lii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; liii. Expiry of original/extended DCCO, as the case may be; liv. Any lender(s) determines a need for infusion of additional debt; lv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project

developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan

may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in

the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and

Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial

closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the resolution plan, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA

immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA

immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) -(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th

June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble

1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised

2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement

3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date

4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability

5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023', as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not

apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F.

Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular

DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time.

(d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: lvi. Default with any lender; lvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; lviii. Expiry of original/extended DCCO, as the case may be; lix. Any lender(s) determines a need for infusion of additional debt; lx. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained

from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other

entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a

syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms

for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders

shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as

applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the

ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to

be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular

DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n)

“Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset

Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial

parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the

actual DCCO. (c) Operational Phase –This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure. I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure

including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the

lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects	Non-Infrastructure Projects
(including CRE and CRE-RH) ⁶ Permitted deferment of DCCO from the original DCCO Upto 3 years	Upto 2 years

(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

(i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).

(ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.

(iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be

externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days

i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project

Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: lxi. Default with any lender; lxii. Any lender(s) determines a need for extension of

the original/extended DCCO, as the case may be, of the project; lxiii. Expiry of original/extended DCCO, as the case may be; lxiv. Any lender(s) determines a need for infusion of additional debt; lxv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these

Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., at least 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised

repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to

reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal

or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change

in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the

date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions

(AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of

financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for

implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a

resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the

time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the

funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework

for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement

comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: lxvi. Default with any lender; lxvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; lxviii. Expiry of original/extended DCCO, as the case may be; lxix. Any lender(s) determines a need for infusion of additional debt; lxx. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of

India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is

the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase –This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure. I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP

model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account

within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch.

If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business

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II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

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read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

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- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013

on 'Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) "Restructuring" – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) "Resolution Plan (RP)" – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) "Standby Credit Facility (SBCF)" – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the

case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects

where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects

(including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project

finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over

the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023', as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the

effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: lxxi. Default with any lender; lxxii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; lxxiii. Expiry of original/extended DCCO, as the case may be; lxxiv. Any lender(s) determines a need for infusion of additional debt; lxxv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then

the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby

Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the

above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the

project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be

charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project

finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive

review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II.

Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as

applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase –This is the last phase which starts with commencement

of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure. I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA),

and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH)⁶ Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as 'Standard', as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as 'Standard', subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects

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Test updation 20th June

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II. Preliminary

A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with

effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: lxxvi. Default with any lender; lxxvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; lxxviii. Expiry

of original/extended DCCO, as the case may be; lxxix. Any lender(s) determines a need for infusion of additional debt; lxxx. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following

conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the

economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A

Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule),

within the following time limits: Infrastructure Projects Non-Infrastructure Projects

(including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years

(b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the

account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA).

Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

Test updation 20th June

I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards

(IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All

other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list

of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during

the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit

rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) -

(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) -

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estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of

infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: lxxxi. Default with any lender; lxxxii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; lxxxiii. Expiry of original/extended DCCO, as the case may be; lxxxiv. Any lender(s) determines a need for infusion of additional debt; lxxxv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the

interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance”– refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the

actual DCCO. (c) Operational Phase –This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure. I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure

including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project.

22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

IV. Prudential Norms for Resolution J. Resolution of Stress

23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise.

24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course.

25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the

lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions.

K. Resolution Plans Involving Extension of Original / Extended DCCO

26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder:

(a) **Permitted DCCO Deferment – Original / extended DCCO**, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits:

Infrastructure Projects	Non-Infrastructure Projects
(including CRE and CRE-RH) ⁶ Permitted deferment of DCCO from the original DCCO Upto 3 years	Upto 2 years

(b) **Cost Overrun** – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under:

(i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC.

(ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷.

(iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities.

(iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding.

(c) **Change in Scope and Size** – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions:

(i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1).

(ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO.

(iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be

externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers

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II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter

called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which

is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects

where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure

that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto

3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be

upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for

resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023', as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines

on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: lxxxvi. Default with any lender; lxxxvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; lxxxviii. Expiry of original/extended DCCO, as the case may be; lxxxix. Any lender(s) determines a need for infusion of additional debt; xc. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to

the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of

financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for

implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a

resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the

time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the

funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to

financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II.

Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full

repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin

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asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18,

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Test updation 20th June

I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary

A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

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apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xci. Default with any lender; xcii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xciii. Expiry of original/extended DCCO, as the case may be; xciv. Any lender(s) determines a need for

infusion of additional debt; xcv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of

financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n)

“Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the

case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects

where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursement is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects

(including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project

finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be

₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

Test updation 20th June

I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve

Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to

them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance,

regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential

Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost

overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2015, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18,

2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also

lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real

Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: xcvi. Default with any lender; xcvi. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; xcvi. Expiry of original/extended DCCO, as the case may be; xcix. Any lender(s) determines a need for infusion of additional debt; c. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of

the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., at least 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdue by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement

of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure. I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA),

and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH)⁶ Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects

where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2015, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on

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Test updation 20th June

I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest

to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable. F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation:

A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n)

“Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset

Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12.

The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall

have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure that disbursement is proportionate to the stages of completion of the project as also to the progress

in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan,

cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as 'Standard', as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as 'Standard', subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project

finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received.

M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders.

N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis:

03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025.

ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025.

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Test updation 20th June

I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets

issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing. B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified. C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025. D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025. E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023', as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a

fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular

DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time.

(d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: ci. Default with any lender; cii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; ciii. Expiry of original/extended DCCO, as the case may be; civ. Any lender(s) determines a need for infusion of additional debt; cv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional

completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All

other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list

of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during

the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit event’ for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event (“Review Period”). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit

rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as ‘Standard’. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) -

(W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and

harmonise the same for all regulated entities (REs) which undertake project finance. II.

Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed

Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12.

The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in

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Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as ‘Standard’, provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH6) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during

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II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

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and collectively as Lender(s), as the context may require: • All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks) • All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) • All Primary (Urban) Cooperative Banks • All India Financial Institutions (AIFIs) 6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: cvi. Default with any lender; cvii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; cviii. Expiry of original/extended DCCO, as the case may be; cix. Any lender(s) determines a need for infusion of additional debt; cx. The project is faced with financial difficulty as determined

under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance” – refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is

being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects

where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits.

16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project.

17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring

18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender

19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities.

20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more.

21. A lender shall ensure

that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto

3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as ‘Standard’, as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as ‘Standard’, subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of ‘change in scope’ shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be

upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da 02 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. ok edited 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on

the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025.

I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance.

II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised 2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement 3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date 4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability 5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in 'Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions,

2023', as updated from time to time, regarding provisioning and other requirements. 7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions. 8. Resolution of stress in loans not qualifying the definition of 'project finance' as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions 9. In these Directions, unless the context otherwise requires (a) "Appointed Date" – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model). (b) "Commercial Real Estate (CRE)" – shall have the meaning given in the circular DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on 'Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures', as updated from time to time. (c) "Commercial Real Estate-Residential Housing (CRE-RH)" – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on 'Housing s specified otherwise in these Directions. sh flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) "Restructuring" – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) "Resolution Plan (RP)" – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) "Standby Credit Facility (SBCF)" – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the 'Master Circular – Prudential norms on Income Recognition, Asset

Classification and Provisioning pertaining to Advances' dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase – This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are

contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the ‘Appointed Date’ by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender’s Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to ‘default’ in the Prudential Framework shall be read as ‘credit

event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as 'Standard', as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO

extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as 'Standard', subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 03 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be

permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the date of issue of such Gold Bond on the date on which interest is payable. Accordingly, the next due date of premature redemption of the above tranche shall be June 18, 2025. 2. Further, the redemption price of SGB shall be based on the simple average of closing gold price of 999 purity of previous three business days from the date of redemption, as published by the India Bullion and Jewellers Association Ltd (IBJA). Accordingly, the redemption price for premature redemption due on June 18, 2025, shall be ₹9,919/- (Rupees Nine Thousand Nine Hundred and Nineteen only) per unit of SGB based on the simple average of closing gold price for the three business days i.e., June 13, June 16, and June 17, 2025. Test updation 20th June I. Introduction The Reserve Bank of India has, over the past few years, taken concerted measures for putting in place a principle-based regime for resolution of stressed assets. The Prudential Framework for Resolution of Stressed Assets issued on June 7, 2019, as updated from time to time, ('Prudential Framework') provides a comprehensive framework for early recognition and resolution of stress in borrower accounts. However, restructuring of exposures relating to projects under implementation on account of change in date of commencement of commercial operations (DCCO) was excluded from the ambit of the Prudential Framework, pending further review. Based on a comprehensive review of the regulatory norms and taking into account the experience of banks with regard to financing of project loans, it has been decided to rationalise the extant guidelines and harmonise the same for all regulated entities (REs) which undertake project finance. II. Preliminary A. Preamble 1. These Directions are issued to provide a harmonised framework for financing of projects in infrastructure and non-infrastructure (including commercial real estate & commercial real estate- residential housing) sectors by REs. These Directions also lay down the revised regulatory treatment upon change in the DCCO of such projects in the

backdrop of a review of the extant instructions and analysis of the risks inherent in such financing.

B. Powers Exercised

2. In exercise of the powers conferred by Sections 21 and 35A of Banking Regulation Act, 1949 read with Section 56 of the Act *ibid*; Chapter IIIB of the Reserve Bank of India Act, 1934; Section 30A of the National Housing Bank Act, 1987, read with Section 32 and Section 33 of the Act *ibid*; the Reserve Bank of India (hereinafter called the Reserve Bank), being satisfied that it is necessary and expedient in public interest to do so, hereby, issues these Directions hereinafter specified.

C. Short Title and Commencement

3. These Directions shall be called the Reserve Bank of India (Project Finance) Directions, 2025.

D. Effective Date

4. These Directions shall come into force with effect from October 01, 2025.

E. Applicability

5. The provisions of these Directions shall apply to the project finance exposures of the following REs, hereinafter referred to as Lender and collectively as Lender(s), as the context may require:

- All Commercial Banks (including Small Finance Banks but excluding Payments Banks, Local Area Banks and Regional Rural Banks)
- All Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies)
- All Primary (Urban) Cooperative Banks
- All India Financial Institutions (AIFIs)

6. NBFCs which are required to comply with the Indian Accounting Standards (IndAS) shall also be guided by the instructions contained in ‘Master Direction – Reserve Bank of India (Non-banking Financial Company – Scale Based Regulations) Directions, 2023’, as updated from time to time, regarding provisioning and other requirements.

7. These Directions shall not apply to projects where financial closure has been achieved as on the effective date. Such projects shall continue to be guided by the existing prudential guidelines on project finance, which otherwise shall be treated as repealed. However, any resolution of a fresh credit event and/or change in material terms and conditions in the loan contract in such projects, subsequent to the effective date, shall be as per the guidelines contained in these Directions.

8. Resolution of stress in loans not qualifying the definition of ‘project finance’ as specified in these Directions, or where the projects are in operational phase, shall continue to be guided by the guidelines contained in Prudential Framework or the relevant instructions as applicable to a specific category of lenders where the Prudential Framework is not applicable.

F. Definitions

9. In these Directions, unless the context otherwise requires

(a) “Appointed Date” – refers to the date, as defined in the concession agreement entered into between the concessionaire and the concession granting authority, on which the concession agreement comes into force in accordance with the terms outlined therein (applicable only in the case of infrastructure projects under Public Private Partnership (PPP) model).

(b) “Commercial Real Estate (CRE)” – shall have the meaning given in the circular

DBOD.BP.BC.No.42/08.12.015/2009-10 dated September 9, 2009 on ‘Guidelines on Classification of Exposures as Commercial Real Estate (CRE) Exposures’, as updated from time to time. (c) “Commercial Real Estate-Residential Housing (CRE-RH)” – shall have the meaning given in the circular DBOD.BP.BC.No.104/08.12.015/2012-13 dated June 21, 2013 on ‘Housing Sector: New sub-sector CRE (Residential Housing) within CRE & Rationalisation of provisioning, risk-weight and LTV ratios’, as updated from time to time. (d) “Credit Event” – shall be deemed to have been triggered on the occurrence of any of the following: cxi. Default with any lender; cxii. Any lender(s) determines a need for extension of the original/extended DCCO, as the case may be, of the project; cxiii. Expiry of original/extended DCCO, as the case may be; cxiv. Any lender(s) determines a need for infusion of additional debt; cxv. The project is faced with financial difficulty as determined under the Prudential Framework. Explanation: A lender to whom the Prudential Framework is not applicable shall also be guided by the same principles for the purpose of determining financial difficulty. (e) “Original Date of Commencement of Commercial Operations (Original DCCO)” – refers to the date, as envisaged at the time of financial closure, by which the project is expected to be put to commercial use and completion certificate/provisional completion certificate, or its equivalent, is expected to be issued to the concessionaire/ project developer/promoter. Provided that in the case of CRE and CRE-RH projects, original DCCO will be the date on which Occupancy Certificate, or its equivalent, is expected to be obtained from the competent authority. (f) “Extended DCCO” - If the original DCCO is revised, then the revised DCCO shall be termed as the Extended DCCO. (g) “Actual DCCO” – refers to the date on which the project is put to commercial use and completion certificate/ provisional completion certificate/ occupancy certificate (in case of CRE and CRE-RH projects) or its equivalent is issued to the concessionaire/ project developer/ promoter. (h) “Date of Financial Closure” – refers to the date on which the capital structure¹ of the project, including equity, debt, grant² (if any), accounting for minimum 90% of total project cost, becomes legally binding on all stakeholders. (i) “Default” – means non-payment of debt (as defined in Insolvency and Bankruptcy Code (IBC), 2016) when whole or any part or instalment of the debt has become due and payable and is not paid by the debtor. (j) “Infrastructure Sector” – shall include the sub-sectors included in the Harmonised Master List of Infrastructure sub-sectors issued by the Department of Economic Affairs, Ministry of Finance, Government of India, as updated from time to time. (k) “Interest During Construction (IDC)” – means the interest accrued on debt provided by a lender and capitalised during the construction phase of the project. (l) “Project” – means ventures undertaken through capital expenditure (involving

current and future outlay of funds) for creation/expansion/upgradation of tangible assets and/or facilities in the expectation of stream of cash flow benefits extending far into the future. Projects usually have the characteristics of a long gestation period, irreversibility and substantial capital outlays. (m) “Project Finance”– refers to the method of funding a project in which the revenues to be generated by the funded project serve as the primary security for the loan, and also as a source of repayment. Project finance may take the form of financing the construction of a new capital installation (greenfield), or financing an improvement/enhancement in the existing installation (brownfield). For the purpose of these Directions, an exposure shall qualify as a project finance exposure only if the following conditions are satisfied: (i) The pre-dominant source of repayment as envisaged at the time of financial closure (i.e., atleast 51%) must be from cash flows arising from the project which is being financed. (ii) All the lenders have a common agreement with the debtor. Explanation: A common agreement may have different loan terms³ for each of the lender provided the same has been agreed upon by the debtor and all the Lender(s) to the project. (n) “Restructuring” – shall have the same meaning as given in Prudential Framework, as updated from time to time. (o) “Resolution Plan (RP)” – is a mutually agreed, legally binding, feasible and time-bound plan for resolution of stress in a project finance account. The resolution plan may involve any action / plan / reorganization including, but not limited to, regularisation of the account by payment of all overdues by the debtor entity, sale of the exposures to other entities / investors, change in ownership, extension of DCCO and restructuring. (p) “Standby Credit Facility (SBCF)” – is a contingent credit line sanctioned for the project at the time of financial closure to fund any cost overrun during the construction phase of the project. 10. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the ‘Master Circular – Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances’ dated April 1, 2025, the Prudential Framework, the Glossary of Terms published by Reserve Bank or as used in commercial parlance, as the case may be. III. General Guidelines G. Phases of Projects 11. For the purpose of application of prudential guidelines contained in these Directions, Projects shall be broadly divided into three phases namely: (a) Design phase – This is the first phase which starts with the genesis of the project and includes, inter-alia, designing, planning, obtaining all applicable clearances/approvals till its financial closure. (b) Construction phase – This is the second phase which begins after the financial closure and ends on the day before the actual DCCO. (c) Operational Phase –This is the last phase which starts with commencement of commercial operation by the project on the day of the actual DCCO and ends with full

repayment of the project finance exposure. H. Prudential Conditions Related to Sanction 12. The credit policies of a lender shall incorporate suitable clauses for sanction of project finance exposures, taking into account inter alia the provisions under these Directions. 13. For all projects financed by a lender, it shall be ensured that: (a) Financial closure has been achieved and original DCCO is clearly spelt out and documented prior to disbursement of funds. (b) The project specific disbursement schedule vis-à-vis stage of completion of the project is included in the loan agreement. (c) The post DCCO repayment schedule has been realistically designed to factor in the initial cash flows. Provided that, the original or revised repayment tenor, including the moratorium period, if any, shall not exceed 85% of the economic life of a project. 14. For a given project, original/extended/actual DCCO, as the case may be, shall be same across all lenders to the project. 15. In under-construction projects where the aggregate exposure of the lenders is up to ₹1,500 crores, no individual lender shall have an exposure which is less than 10% of the aggregate exposure. For projects where aggregate exposure of all lenders is more than ₹1,500 crores, the exposure floor for an individual lender shall be 5% or ₹150 crores, whichever is higher. Provided that, the above minimum exposure requirements shall not apply post-actual DCCO and lenders may freely acquire from or sell exposures to other lenders, in compliance with guidelines contained in the Master Direction on Transfer of Loan Exposures as updated from time to time. Prior to actual DCCO, lenders may acquire from or sell exposures to other lenders under a syndication arrangement⁴, provided the share of individual lenders is in adherence to the above limits. 16. A lender shall ensure that all applicable approvals/clearances for implementing/constructing the project are obtained before financial closure. An indicative list of such pre-requisite approvals/clearances includes environmental clearance, legal clearance, regulatory clearances, etc., as applicable to the project. 17. Approvals/clearances which are contingent upon achievement of certain milestones in terms of project completion would be deemed to be applicable only when such milestones are achieved. For example, consent to operate a boiler can only be applied for after the construction of a boiler. Hence, the same would not be treated as an applicable mandatory pre-requisite at the time of financial closure.

I. Prudential Conditions Related to Disbursement and Monitoring 18. A lender shall ensure availability of sufficient land/right of way for all projects before disbursement of funds, subject to the following minimum requirements: (a) For infrastructure projects under PPP model – 50% (b) For all other projects (non-PPP infrastructure, and non-infrastructure including CRE & CRE-RH) – 75% (c) For transmission line projects – as decided by a lender 19. In case of infrastructure projects under PPP model, disbursement of funds shall begin

only after declaration of the Appointed date or its equivalent, for the project. However, in cases where non-fund based credit facilities may be mandated by the concession granting authority as a pre-requisite for declaration of appointed date, a lender may sanction such credit facilities, in adherence with the extant regulatory instructions on non-fund based facilities. 20. Further, in respect of the exposures mentioned at paragraph 19 above, the original DCCO documented in the financial closure document may be modified to reflect any change in the 'Appointed Date' by the Concession granting authority prior to disbursement of funds by way of a supplementary agreement between a lender and the debtor subject to reassessment of project viability and obtention of sanction from appropriate authorities. A Techno-Economic Viability (TEV) study shall be required for this purpose for all projects where the aggregate exposure of all lenders is ₹100 crores or more. 21. A lender shall ensure that disbursal is proportionate to the stages of completion of the project as also to the progress in equity infusion and other sources of finance, agreed as part of financial closure and receipt of remaining applicable clearances. The lender's Independent Engineer (LIE)/Architect shall certify the stages of completion of the project. 22. A project finance account may be classified as NPA during any time before actual DCCO as per record of recovery, in terms of Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. IV. Prudential Norms for Resolution J. Resolution of Stress 23. A lender shall monitor the performance of the project and any buildup of stress on an ongoing basis and shall be expected to initiate a resolution plan well in advance. Occurrence of a credit event with any of the lenders during the construction phase, shall trigger a collective resolution in terms of the Prudential Framework⁵. The reference to 'default' in the Prudential Framework shall be read as 'credit event' for the purpose of project finance accounts, unless specified otherwise. 24. Any such credit event shall be reported to the Central Repository of Information on Large Credit (CRILC) by the lender in the prescribed weekly as well as the CRILC-Main report in compliance with the extant instructions, as applicable. A lender in a consortium/multiple lending arrangement shall also report occurrence of such credit event to all other members of the consortium/multiple lending arrangement. The instructions on CRILC reporting shall be issued in due course. 25. A lender shall undertake a prima facie review of the debtor account within thirty days from the date of such credit event ("Review Period"). The conduct of the lender(s) during this Review Period, including signing of Inter Creditor Agreement (ICA), and the decision to implement a resolution plan, wherever required, shall be guided by the

provisions of the Prudential Framework⁵, unless specified otherwise in these Directions. K. Resolution Plans Involving Extension of Original / Extended DCCO 26. A project finance account classified as standard and that satisfies all relevant prudential conditions specified in Chapter III of these Directions, where a resolution plan involving extension of original/ extended DCCO, as the case maybe, is implemented, shall continue to be classified as 'Standard', provided the envisaged resolution plan ab initio conforms to the conditions stipulated hereunder: (a) Permitted DCCO Deferment – Original / extended DCCO, as the case may be, is extended, along with the consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule), within the following time limits: Infrastructure Projects Non-Infrastructure Projects (including CRE and CRE-RH⁶) Permitted deferment of DCCO from the original DCCO Upto 3 years Upto 2 years (b) Cost Overrun – A lender may finance, as part of a resolution plan, cost overrun associated with permitted DCCO deferment in compliance with paragraph 26(a) above, and classify the account as 'Standard', as under: (i) Cost overrun up to a maximum of 10% of the original project cost, in addition to IDC. (ii) Cost overrun is financed through SBCF specifically sanctioned by the lender at the time of financial closure⁷. (iii) For infrastructure projects, in cases where SBCF was not sanctioned at the time of financial closure, or was sanctioned but not renewed subsequently, such additional funding shall be priced at a premium to what would have been applicable on a pre-sanctioned SBCF. Lenders shall ensure that the loan-contracts ab-initio specify the additional risk premium to be charged on such SBCF, which may be revised upwards based on actual risk assessment at the time of sanction of such facilities. (iv) The financial parameters like D/E ratio, external credit rating⁸ (if any) etc. remain unchanged or are enhanced in favour of the lender post such cost overrun funding. (c) Change in Scope and Size – A project finance account where DCCO extension is necessitated by an increase in the project outlay on account of increase in scope and size of the project, may be classified as 'Standard', subject to complying with the following conditions: (i) The rise in project cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay as the case may be (Illustration given in Annex 1). (ii) A lender re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCO. (iii) On re-rating (if already rated), the new external credit rating is not below the previous external credit rating by more than one notch. If the project debt was unrated at the time of increase in scope or size, then it should be externally rated investment grade upon such increase in scope or size in case of projects where aggregate exposure of all lenders is equal to or greater than ₹100 crores. The standard

asset classification benefit on account of 'change in scope' shall be allowed only once during the lifetime of the project. 27. Further, in all the above cases, the following conditions shall be required to be met before the expiry of 180 days from the end of the Review Period, for successful implementation of a resolution plan: i. all required documentation, including execution of necessary agreements between a lender and the debtor/ creation of security charge/ perfection of securities, are completed in consonance with the resolution plan being implemented. ii. the new capital structure and/ or changes in the financing agreement get duly reflected in the books of a lender and the debtor. 28. If the resolution plan involving change in DCCO is not successfully implemented in terms of paragraph 26 and/or 27 above, then the account shall be downgraded to NPA immediately. L. Criteria for Upgradation 29. A project finance account downgraded to NPA for non-compliance with paragraph 26 above, can be upgraded only after the account performs satisfactorily⁹ post actual DCCO. 30. A project finance account downgraded to NPA for non-compliance with paragraph 27 above, can be upgraded on successful implementation of resolution plan, provided no further request for DCCO deferment is received. M. Income Recognition 31. A lender may recognise income on accrual basis in respect of project finance exposures which are classified as 'Standard'. For NPAs, income recognition shall be as per extant instructions contained in Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated April 01, 2025, as updated from time to time or the relevant instructions as applicable to specific category of lenders. N. Provisioning for Standard Assets 32. For project finance exposures, a lender shall maintain a general provision at the following rates for the funded outstanding on a portfolio basis: 04 In terms of GOI notification F. No. 4(25) - (W&M)/2017 dated October 06, 2017, (SGB 2017-18 Series XII - Issue date December 18, 2017) on Sovereign Gold Bond Scheme, premature redemption of Gold Bond may be permitted after fifth year from the da Test End End End End End End End Content and file same Creation Urgent Notification PRITI SINGH 04 July 2025:

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